

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Bushnell Inc.	06/12/2008
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Second Lien Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6508026
Application Number:	10994491
Application Number:	11271487
Application Number:	11417650
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00267
NAME OF SUBMITTER:	Carole Dobbins

CH \$160.00 6508026

Total Attachments: 5

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**PATENT
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SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of June 12, 2008, is made by Bushnell Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as second lien collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 24, 2007 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Grantor, as the Borrower, Holdings, the Lenders from time to time party thereto, GE Capital, as Administrative Agent for the Lenders and the Second Lien Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of August 24, 2007, by Grantor and certain of its Affiliates, in favor of the Second Lien Collateral Agent (the "Second Lien Guaranty and Security Agreement"), to grant liens on and security interests in substantially all of the Grantor's assets to secure the Grantor's Obligations (as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, the Grantor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Second Lien Collateral Agent to continue to make the loans and other financial accommodations under the Second Lien Credit Agreement, Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those listed on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

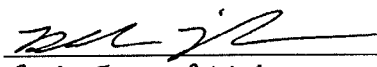
Section 6. Governing Law. This Second Lien Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUSHNELL INC., a Delaware corporation, as the
Grantor

By: 
Name: BLAKE LIPHAM
Its: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUSHNELL INC., a Delaware corporation, as the
Grantor

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: *Mark Birkett*
Name: Mark Birkett
Its: Duly Authorized Signatory

U.S. Patents

Title	Patent No.	Grant Date
RIFLE SCOPE WITH SIDE INDICIA	6508026	01/21/2003

U.S. Patent Applications

Title	Application Serial No.	Filing Date
SCOPE WITH IMPROVED WINDAGE/ELEVATION SYSTEM	10/994,491	November 22, 2004
OPTICAL SIGHT WITH SIDE FOCUS ADJUSTMENT	11/271,487	November 10, 2005
OPTICAL SIGHT WITH SIDE FOCUS ADJUSTMENT	11/417,650	May 3, 2006